

SURETY BOND OF VEHICLE VERIFIER



BOND NO. _____
(SURETY USE ONLY)

PERMIT NO. _____
(DMV USE ONLY)

KNOW ALL MEN BY THESE PRESENTS:

That _____
NAME OF APPLICANT POST OFFICE ADDRESS
as Principal, and _____ a corporation organized under the laws of the State of _____, and authorized to transact a general surety business in the State of California, as surety, are firmly held and bound unto the State of California, Department of Motor Vehicles thereof, its officers and employees, for the use and benefit thereof and of any interested person as hereinafter specified in the penal sum of five thousand dollars (\$5,000), for payment whereof well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bounden Principal has made, or is about to make, application to the State of California for a permit under Chapter 2, Division 5, of the Vehicle Code of the State of California to act as a Vehicle Verifier for the privilege of having applications for original registration in California or vehicles and notices of engine changes bearing the endorsement of said principal accepted without presentation of the vehicles concerned to said department for verification of engine or vehicle identification numbers; and

WHEREAS, the Department of Motor Vehicles is willing to grant such privilege in accordance with and subject to its rules and regulations governing the same, and to issue a permit evidencing such privilege on condition that said principal file and maintain with it a bond in accordance herewith.

NOW, THEREFORE, if said obligators shall fully protect, indemnify, and save harmless the Department of Motor Vehicles of the State of California, and any and all officers and employees thereof, and all other persons having or acquiring any interest in or lien on a vehicle against any and all claims, suits, actions, loss or damage by reason of its engine or Vehicle Identification Number not conforming to the application or notice endorsed by the principal, then this obligation will be null and void, otherwise it is to remain in full force and effect.

This bond shall be effective on _____ of _____, _____, and shall
DAY MONTH YEAR
run concurrently with the period of the permit granted to the Principal, and shall remain in full force and effect for any renewals thereof, provided, however, that the penalty of said bond shall not be cumulative from year to year, and the total liability of the Surety herein shall not exceed the sum of \$5,000, regardless of the number of license periods for which said bond is in force.

THIS BOND IS SUBJECT TO THE FOLLOWING PROVISIONS:

1. That any interested party may, in addition to any other remedy he may have, bring an action in his own name to recover hereon any damages sustained by him by reason of any breach of the conditions for which this bond is deposited and in such action shall have and recover costs and a reasonable attorney's fee.
2. That this bond may be canceled by the Surety by giving 30 days notice in writing to the Department of Motor Vehicles at Sacramento, California. Cancellation of the bond shall not relieve the Surety from damages or liability with respect to applications and notices filed with the Department of Motor Vehicles prior to the effective date of the cancellation.

Signed and sealed this _____ of _____, _____.
DAY MONTH YEAR

SURETY SEAL

PRINCIPAL

SURETY

ADDRESS OF SURETY

By: _____
ATTORNEY-IN-FACT FOR SURETY





BOND NUMBER

OL NUMBER

CERTIFICATE OF APPOINTMENT

KNOW ALL MEN BY THESE PRESENTS: That I/We _____ ,

as Principal, hereby appoint(s) the Director of the Department of Motor Vehicles as principal's true and lawful agent upon whom all process may be served in any action, or actions which may thereafter be commenced against said principal, arising out of any claim for damages suffered by any firm, person, association or corporation by reason of the violation of said principal of any of the terms and provisions of the California Vehicle Code or any condition of the bond. Principal further stipulates and agrees that, when personal service of process upon principal cannot be made in this State after due diligence, that service can be made upon the Director of Motor Vehicles, or in the event of the Director's absence from; his/her office, that service can be made upon any employee of the State of California in charge of the Director's office and that such service of process shall be of the same legal force and effect as if served upon principal personally; that principal further stipulates and agrees that the agency created by said appointment shall continue for and during the period covered by any license that may be issued by the Department of Motor Vehicles and so long thereafter as the principal may be made to answer in damages for a violation of the California Vehicle Code, or any condition of principal's bond; principal further agrees that for purposes of venue, whenever service is made upon the director, the service shall be deemed to have been made upon principal in the county in which principal has or last had his/her established place of business.

IN WITNESS WHEREOF, the said principal has hereunto set his hand this _____ of _____ , _____ .

DAY

MONTH

YEAR

Principal

(Acknowledgment)

State of California)
County of _____) ss.

On this _____ of _____ , _____ before me

DAY

MONTH

YEAR

personally appeared _____ , personally known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to this instrument, and acknowledged to me that he or she executed it.

(NOTARIAL SEAL)

Notary Public or Authorized Employee,
Department of Motor Vehicles